from furnishing coal, by the wrongful acts of individual defendants, who were conducting a strike, and by intimidation and threats prevented others from working in the mines. *Held,* that plaintiff's contract rights entitle it to maintain the suit in its own right, and that it has stated a cause of action for an injunction against the individual defendants to prevent their further interference with the performance of the contracts by the coal companies.

It is well settled that an injunction will issue to prevent persons from attempting by intimidation or other unlawful means to force employees into a strike. *Mining Co. v. Miners' Union,* 51 Fed. 260; *Shoe Co. v. Saxey,* 131 Mo. 212; *Reynolds v. Everett,* 144 N. Y. 189; *China Co. v. Brown,* 164 Pa. 449. It has been decided in England that an action will lie by one party to a contract against a third party, who induces the other party to the contract to break it. *Lumley v. Gye,* 2 El. & Bl. 216; *Bowen v. Hall,* 6 Q. B. D. 346; but in the absence of contract there is no right to relief. *Allen v. Flood,* 1898 A. C. 1. The tendency in this country, however, is to give a remedy even in the absence of a contract. *Walker v. Cronin,* 107 Mass. 555; *Rice v. Manley,* 66 N. Y. 82. In this case the court extends the above doctrine, on the ground that there is no distinction between wrongfully and maliciously inducing one to break a contract and unlawfully and maliciously rendering a contract impossible of performance. Whether this decision will be sustained in the higher court may be doubtful.

INSURANCE—BENEFIT—AMENDMENT OF RULES—REASONABLENESS—NOTICE TO MEMBERS.—TEBO V. ROYAL ARCANUM, 93 N. W. 513 (MINN.).—The insured agreed by his application to be bound by the rules then existing and those thereafter enacted. Later he took employment as a freight brakeman, an occupation which was afterwards prohibited by an amendment declaring a forfeiture in case a member should engage in that occupation. He received no notice of the new by-law, and a year later was killed. *Held,* that the amendment was unreasonable and void as to the insured.

This imposes an important restriction on the right of benefit associations to amend provisions in the contracts with their members. Provisions for forfeiture clearly and unequivocally expressed and made a part of the contract should be as binding as any other provision, and, if lawful, cannot be avoided because harsh or burdensome. *Yoe v. Benefit Ass'n,* 63 Md. 86; 3 *Am. & Eng. Enc. Law* 1088. A subsequent legal amendment is binding upon the insured where he has bound himself irrevocably by the stipulations in his application. *Knights of Pythias v. Lea Malta,* 95 Tenn. 157; *Hobbs v. Benefit Ass'n,* 82 Iowa 107. Where the right to amend is expressly reserved, the member is bound to take notice of the effect of that reserved power. *Knights of Pythias v. Knight,* 117 Ind. 489. The rules should be even more rigidly applied than in ordinary life policies. *Madeira v. Benefit Society,* 16 Fed. 749.

MASTER AND SERVANT—FELLOW SERVANT RULE—ABROGATION BY CANADIAN STATUTE—RECOGNITION OF STATUTE.—RICK V. SAGINAW BAY TOWING CO., 93 N. W. 632 (MICH.).—A Canadian statute makes the employer liable for injuries caused by the negligence of a fellow servant who is exercising any superintendence over the one injured. In an action for such an injury occurring in Canada, *held,* that the statute will be recognized, though conferring a right on plaintiff not recognized by Michigan law.

There is a distinction between a right of action for an injury in another State as given by statute, and one given by common law. The latter is transitory and where the variance is not fundamental will be enforced. *Walsh v. Ry. Co.*, 160 Mass. 571. Where the right of action is given by statute its operation in another State can be enforced only by comity. Generally this will be done if the statutes in the two States are substantially similar. *Debervoise v. Railroad Co.*, 98 N. Y. 377. This is also the rule in the United States courts. *Dennick v. Ry. Co.*, 103 U. S. 11. The fact that the statute is that of a foreign country is immaterial. *Fisher, Brown & Co. v. Fielding*, 67 Conn. 91. The right of recovery, however, was denied in *Davis v. Ry. Co.*, 143 Mass. 301, the court declining to follow the rule in *Dennick v. Ry. Co., supra*, and adhering to its own former decisions. A still stronger sentiment against such right of recovery has been shown in several other States. *Ash v. B. & O. Ry. Co.*, 72 Md. 144; *Anderson v. Ry. Co.*, 37 Wis. 321; *Dale v. Ry. Co.*, 57 Kan. 601.

MASTER AND SERVANT—INJURY TO EMPLOYE—MASTER'S LIABILITY.—W. R. TRIGG CO. v. LINDSAY, 43 S. E. 349 (VA.).—*Held*, that the master is not liable for unsafe conditions existing while machinery is in process of erection.

The opinion intimates that had the same accident occurred after the machinery had been put in operation, the defendant company would have been held liable, distinguishing accidents during construction or while repairs are being made from those during operation. Although a master is bound to furnish safe machinery for the use of the servant, *Fuller v. Jewett*, 80 N. Y. 46, liability for an injury will not attach with the same certainty while the machinery is being repaired. *Murphy v. Railroad Co.*, 88 N. Y. 146. In *Darthmouth Spinning Co. v. Achord*, 84 Ga. 16, it was held that the risk of concealed dangers incident to the work of making repairs is upon the workman.

NUISANCE—BEER GARDEN—INJUNCTION.—TRON ET AL. v. LEWIS, 66 N. E. 490 (IND.).—A, under a license to conduct a saloon, established an extensive beer garden in a thickly settled residence portion of the city of Indianapolis. Large and noisy crowds gathered there; and the place was conducted in such a disorderly way that a bad reputation was given to the neighborhood and a prejudice created against it as a residence district. *Held*, that the maintenance of such a resort is a nuisance, and will be enjoined at the suit of neighboring property owners whose property is depreciated in value thereby.

This decision is based on *Haggart v. Stehlin*, 137 Ind. 43, where it was held that a saloon constitutes an actionable nuisance to neighboring property owners whose property is depreciated in value by reason of its proximity, when it is established in a residence neighborhood which has been previously free from such business, and in which the people are largely opposed to saloons; and the fact that the saloon-keeper has a license is no defense against civil liability. Following which, in *Kissel v. Lewis*, 156 Ind. 233, an injunction was granted to restrain the maintenance of a disorderly beer garden in a residence district. The doctrine of *Haggart v. Stehlin, supra*, that a licensed saloon may constitute an actionable nuisance is characterized